BILLS AND NOTES—UNCERTAINTY OF TIME OF PAYMENT.—A promissory note was made payable 90 days after date, with the proviso that "this note shall become due and payable on demand at the option of the holder, when it deems itself insecure." *Held,* the time of payment was uncertain and the note non-negotiable. *State Bank* v. *Paving Co.* (Wash. 1917), 162 Pac. 870.

The majority of cases hold that the negotiability of a note is not destroyed by a provision giving the maker an option to pay it before maturity. *School District* v. *Hall,* 113 U. S. 135, 28 L. Ed. 954; *Lowell Trust Co.* v. *Pratt,* 183 Mass. 379, 67 N. E. 363; *Bank* v. *Kenney,* 98 Tex. 293, 83 S. W. 368. And this is the rule adopted as to notes providing for payment on or before a certain date. *Dorsey* v. *Wolff,* 184 Ill. 158, 56 N. E. 297; *Mattison* v. *Marks,* 31 Mich. 421, 18 Am. Rep. 197; *Smith* v. *Ellis,* 29 Me. 422; NEGOT. INSTR. LAW, §6. Contra, *Way* v. *Smith,* 111 Mass. 523; *Stutts* v. *Silva,* 119 Mass. 137; *Chanteau* v. *Allen,* 70 Mo. 335. Though the time must be fixed or determinable (see NEGOT. INSTR. LAW, §3) this requirement is satisfied if the note is made payable on or at a fixed period after the occurrence of a specified event, which is certain to happen, though the time of happening is uncertain. *Bristol* v. *Warner,* 19 Conn. 9; *Shaw* v. *Camp,* 160 Ill. 425, 43 N. E. 608; *Hegeman* v. *Moon,* 60 Hun. 412, 30 N. E. 487; NEGOT. INSTR. LAW, §6. Also a provision that the note is to become due at once, upon failure to pay any installment of either principal or interest, does not render the instrument non-negotiable. *Carlson* v. *Kenealy,* 12 Mees. & W. 139, 13 L. J. Exch. N. S. 64; *Markey* v. *Corey,* 108 Mich. 184, 66 N. W. 493; *Equipment Co.* v. *National Bank,* 136 U. S. 268; *Hunter* v. *Clarke,* 184 Ill. 158, 56 N. E. 297. But see, *Kimball Co.* v. *Mellon,* 80 Wis. 133, 48 N. W. 1100; *Bank* v. *Carter,* 144 Iowa 715, 123 N. W. 237. And it has been held that notes were negotiable where the provision was that the holder might declare them due at once on failure of the maker to perform certain conditions in an accompanying mortgage. *Thorpe* v. *Mindeman,* 123 Wis. 149, 101 N. W. 417; *Hunter* v. *Clarke,* supra; *Consterdine* v. *Moore,* 65 Neb. 291, 96 N. W. 1021. Contra, *Wistrand* v. *Parker,* 7 Kan. App. 562, 52 Pac. 59. It will be noticed that in all the above cases the provision for the acceleration of the time of payment was either within the control of the maker or else without the control of either the maker or holder. In no case was the contingency wholly within the control of the holder. Provisions giving the holder the option of declaring the note payable before the date of maturity have generally been held to render the note non-negotiable. *Richards v. Barlow,* 140 Mass. 218, 6 N. E. 68; *Bank* v. *Russell,* 124 Tenn. 618, 139 S. W. 734; *Yearly Meeting* v. *Babler,* 115 Wis. 289, 91 N. W. 678. In the instant case the court considers the contention that the provision that the holder may declare the note due when he deems himself insecure may well be construed to transform the note into one payable on demand. It points out that the exercise of the power to declare the note due does not grow out of any act or promise of the maker, but is wholly a contingency over which the maker has no control, a situation dealt with in §6 of the Statute which expressly provides that an instrument payable upon a contingency is not negotiable. This view is supported by the weight of authority. *Bank* v. *Carter,* 144 Iowa 715, 123 N. W. 237; *Bank* v.

Bynum, 84 N. C. 24; *Bank* v. *Strother*, 28 S. C. 504, 6 S. E. 313; *Bank* v. *Hoffman*, 85 Kan. 71, 116 Pac. 239. Contra, *Heard* v. *Dubuque Co. Bank*, 8 Neb. 10, 30 Am. Rep. 811.

CONSTITUTIONAL LAW—DUE PROCESS OF LAW.—The Workmen's Compensation Law of New York (Chapter 816, Laws 1913, as reenacted and amended by Chapter 41, Laws of 1914 and amended by Chapter 316, Laws 1914) does not violate the "due process" clause of the Fourteenth Amendment. *New York Central Railroad Company* v. *Sarah White*, 37 Sup. Ct. 247.

It will be recalled that in the case of *Ives* v. *South Buffalo Ry. Co.*, 201 N. Y. 271, 94 N. E. 431, 34 L. R. A. N. S. 162, Ann. Cas. 1912B 156, the New York court had declared Article 14a (Chapter 674 of the laws of 1910), which was an insertion to the general labor law and dealt particularly with employer's liability, to be violative of the provisions in the State constitution as to due process. The court admitted that the Legislature might abolish the rule of fellow servant, assumption of risk and contributory negligence as defenses in an action for damages sustained by a workman, but denied that "a person employed in a lawful vocation, the effects of which are confined to his own premises, can be made to indemnify another for injury received in the work unless he has been in some respect at fault." For a criticism of this case, see 9 MICH. L. REV. 704. To obviate this difficulty, the State constitution was changed by the insertion of section 19 to article 1, the amendment becoming effective Jan. 1st, 1914. This section provides, inter alia, that nothing in the constitution should be construed to prohibit the payment of compensation for injuries or death to employees regardless of fault in the employer. The statute in question was passed after the adoption of the constitutional amendment and has been held by the New York Court of Appeals to be consistent with both the State and Federal constitutions. *Matter of Jensen* v. *Southern Pacific Co.*, 215 N. Y. 514. The new statute contains much the same provisions as were found in article 14a of the previous statute, which the court had found to be a deprivation of due process" under the provisions of the State constitution as it read previous to the amendment referred to above. The new statute extends the scope of the act, making it applicable to 42 groups of hazardous occupations and "by sec. 50 each employer is required to secure compensation to his employees in one of the following ways: (1) By insuring and keeping insured the payment of such compensation in the State fund; or (2) through any stock corporation or mutual association authorized to transact the business of workmen's compensation insurance in the State; or (3) by furnishing satisfactory proof to the Commission of his financial ability to pay such compensation for himself." In answer to the argument that the Act is unconstitutional in that it creates liability without fault—the employer being liable according to a fixed scale for any injury resulting in the course of employment to employee which is not the result of the latter's willful negligence or drunkenness—the court refers to certain common law instances where one may be held liable without fault, e. g. common carrier, innkeeper, one who maintains a dangerous agency on his premises is liable for damages